

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

 X Resolution or Ordinance (Blue) *Waiver of First requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: January 29, 2013 (B of T) Date: February 7, 2013

TITLE: Agreement with the Illinois Fraternal Order of Police
Labor Council Representing Police Sergeants

SUBMITTED BY: Raymond Byrne, Chief of Police
Kathleen Dunne, Human Resource Administrator

BACKGROUND/POLICY IMPLICATIONS:

A tentative Agreement on a contract with the Illinois Fraternal Order of Police which represents the Police Sergeants in the Lombard Police Department has been reached. The attached memo and contract outlines the terms of the Agreement.

FISCAL IMPACT/FUNDING SOURCE:

Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager _____ Date _____



TO: Honorable President and Board of Trustees

FROM: David A. Hulseberg, Village Manager

DATE: January 29, 2013

RE: AGREEMENT WITH ILLINOIS FRATERNAL ORDER OF POLICE

The Village of Lombard's negotiating team has reached a Tentative Agreement on a contract with the Illinois Fraternal Order of Police which represents the Police Sergeants in the Lombard Police Department. The contract mirrors the current union contract with the Illinois Fraternal Order of Police which represents the Police Officers in the Lombard Police Department. Terms of the Agreement are as follows:

Duration: One year (1) year; seven (7) months. The contract begins June 1, 2012 and ends December 31, 2013.

Changes of Note:

* **Section 20.3 – Discipline**

Modifications regarding discipline were made by the advice of the labor attorney giving the Chief of Police or his designee the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or his designee with respect to the suspension or dismissal action shall be deemed final, subject only to review of said decision through the grievance and arbitration procedure. If the employee elects to file a grievance, the grievance shall be filed at Step 4 of the procedure. No relief shall be available from the Board of Fire and Police commissioners with respect to any matter which is subject to the grievance or arbitration procedure.

* **Section 26.1 – Insurance**

Effective upon execution of this agreement, the Bargaining Unit will have the same benefit level as the Non-Bargaining Unit HMO and PPO plans. This change will allow the Village to reduce the number of plans it offers to employees in order to reduce costs.

* **Section 27.1 - Wages:**

| | |
|--|--------|
| Year 1 (June 1, 2012 through December 31, 2012) | 1.75 % |
| Year 1 (January 1, 2013 through December 31, 2013) | 1.75 % |

* **Section 28.1 - Severance Pay Upon Retirement**

Added language that once during the term of this Agreement, the Village may in its discretion decide to offer a voluntary incentive payment to non-probationary bargaining unit employees in lieu of the retirement severance pay. If an employee accepts the voluntary incentive payment, he will not be eligible to receive the retirement severance currently in effect. The Village reserves the right without bargaining to unilaterally set the terms, conditions, eligibility, timing and benefit levels of such a one-time voluntary separation incentive program. Additionally, any newly hired police officer may be given such an offer upon completion of their probation.

* **Appendix B – Educational Incentive Pay**

Added language that within one hundred and eighty (180) days of this Agreement's execution by both parties, the Village will offer an opportunity to bargaining unit employees hired prior to May 28, 1998 to permanently opt out of the annual educational incentive pay system described above. If an eligible employee voluntarily accepts this opt-out program, he will receive a one-time gross lump sum payment (minus appropriate deductions) calculated as follows: the difference between thirty (30) years and the eligible employee's then current full years of service (as of the date the Village offers the opt-out program), multiplied by the applicable annual incentive rate listed above. For example, if an eligible employee has nineteen (19) full years of service as of the date the Village offers the opt-out program, and the eligible employee has completed sixty (60) semester hours, the eligible employee's gross lump sum opt-out payment will be calculated as follows: $(30-19) \times \$300.00 = \$3,300$. By voluntarily accepting this one-time gross lump sum opt-out payment, the eligible employee will no longer continue to receive the annual educational incentives. Eligible employees will have ninety (90) days from the date the Village provides them with their respective estimated opt-out payment to voluntarily accept the payment.

On January 29, 2013 members of the Bargaining Unit ratified the Agreement.

The Village's negotiating team recommends the approval of the Agreement to the Board of Trustees.

RESOLUTION
R ___ 13

A RESOLUTION AUTHORIZING SIGNATURE OF THE VILLAGE MANAGER AND/DESIGNEES ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have reviewed the proposed Agreement between the Fraternal Order of Police Labor Council and the Village of Lombard as attached hereto and marked as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

Section 1: That the Village Manager and/or his designee(s) be and hereby is authorized to sign on behalf of the Village of Lombard said agreement.

Adopted this 7th day of February, 2013.

Ayes: _____

Nays: _____

Absent: _____

Approved this 7th day of February, 2013.

William Ware
Acting Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Agreement Between the

Village of Lombard

and the

Illinois Fraternal Order of Police Labor Council

2012-2013

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Purpose of the Contract

The purpose of the contract is to provide harmonious and cooperative relationships through a mutual process and to insure orderly and uninterrupted efficient operations. The Village and the Union desire to enter into an agreement reached through collective bargaining which will provide as its purpose, the following:

- (1) The fair and equitable treatment of Sergeants;
- (2) The promotion of equality and continuance of public service while fully recognizing the value of Sergeants as they perform vital and necessary work;
- (3) The specification of wages, hours and other conditions of employment not excluded by Section 4 of the Illinois Public Labor Relations Act (I.P.L.R.A.), hereinafter referred to as the "Act";
- (4) The avoidance of interruption or interference with the efficient operation of Village business;
- (5) The prompt and equitable resolution of disputes.

This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

Gender

For the purpose of this agreement, the masculine gender shall include the feminine, the feminine shall include the masculine, unless otherwise stated to the contrary.

Article I - Recognition and Unit Description

Section 1.1

This Agreement is hereby entered into between the Village of Lombard, hereinafter referred to as the "Village" and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union" (herein used interchangeably as "Labor Council")..

Section 1.2

The Village recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours and other conditions of employment not excluded by Section 4 of the Act for Sergeants in the bargaining unit hereinafter described. The bargaining unit shall consist of all sworn Peace Officers employed by the Village of Lombard in the following title or rank: Sergeant. Excluded are all sworn Peace Officers below the rank of Sergeant; all sworn Peace Officers above the rank of Sergeant (Lieutenant, Deputy Chiefs, Chief as supervisors within the meaning of Section 3(r) of the Act); all other employees of the Village of Lombard, and all supervisory, confidential, managerial and short-term employees as defined in the IPLRA, as may be amended.

Article II - Union Security and Rights

Section 2.1

Sergeants may join or not join the Union as a personal choice.

Section 2.2

The Village shall only deduct the appropriate amount of regular Union dues (uniform in dollar amount) as certified by the Union from each paycheck of those Sergeants who have signed dues deduction authorization forms permitting said deduction. The conditions for said deduction shall be as set forth in Section 2.3. The Union agrees the amount of dues deduction shall not be changed more than three times per year with a minimum of two (2) weeks' notice given to the Village prior to any change.

Section 2.3

- (a) Upon receipt of a signed authorization from a Sergeant, the appropriate amount of the regular monthly dues of the Union (uniform in dollar amount for each Sergeant) shall be deducted from such Sergeant's bi-weekly paycheck. The amounts so deducted shall be forwarded each pay period to the Treasurer of the Union together with a list of the names and amounts for whom deductions have been made. If the Sergeant has no earnings due for a particular pay-period, the Union shall be responsible for collecting said dues.
- (b) The Union shall indemnify and save harmless the Village and its Sergeants, agents and employees against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all reasonable legal costs that may arise out of, or by reason of, any action taken or not taken by the Village, its Sergeants, agents and employees in the course of or for the purpose of complying with the provisions of this Article. If an improper deduction is made and transmitted to the Union, the Union shall refund any such amount directly to the involved Sergeant, with notification to the Village.

Section 2.4

- (a) A Sergeant may make a revocation of Union membership and any dues deduction authorization at any time by providing thirty (30) days written notice to both the Village and the Union.
- (b) The Village's obligation to make appropriate deductions shall immediately terminate upon receipt of a revocation of membership from a Sergeant as set forth in (a) above or upon the Sergeant leaving Village employment, or being promoted to a job classification not covered by this Agreement.

Section 2.5

For the term of this Agreement the Village shall not meet, discuss or negotiate with any other employee, organization or negotiate with any bargaining unit Sergeant on matters pertaining to rates of pay, hours of work and conditions of employment for Sergeants in the bargaining unit.

Section 2.6

One (1) Union representative shall normally have access to the premises of the Village for the purpose of resolving serious disputes or problems arising under this Agreement. In the event a resource person(s) or legal counsel representing the Union are needed to discuss a specialized concern, such representative(s) shall also receive access with the designated Union representative. In order to receive access, the representative(s) must provide notice to the department head or his designee. The representative(s) may visit with Sergeants during their non-working hours if such visit does not disturb the work of Sergeants who may otherwise be working. Such access shall not be arbitrarily or unreasonably denied.

Section 2.7

A Sergeant may utilize accumulated personal leave or vacation leave for legitimate Union business such as Union meetings, locally or outside the Village of Lombard. Such time off shall not be detrimental to the Sergeant's record.

Section 2.8

The Village shall provide one-half of the bulletin board in the cafeteria, not to exceed fifteen (15) square feet. That portion of the bulletin board shall be for the sole and exclusive use of the Union. The items posted shall not be political or defamatory in nature. One copy of all posted material shall be delivered to the office of the Police Chief.

Section 2.9

On-duty bargaining unit members of the negotiating committee shall be released from duty with pay for all negotiations except under emergency conditions as reasonably determined by the shift commander. The parties agree that no more than four (4) Sergeants shall be released from duty with pay (not more than two from any one shift) to serve on the negotiating committee. Such unforeseen manpower shortages, where each party has taken all reasonable steps to avoid the same, shall be grounds for the Village to deny release time to one (1) Union negotiating committee member.

Article III - Management Rights

Except as amended, changed or modified by this Agreement and the Illinois Public Labor Relations Act, the Village has and will continue to retain, without limitation all powers, rights, authority, duties and responsibilities theretofore conferred upon and vested in it by the laws and Constitutions of the State of Illinois and the United States and the laws of the Village of Lombard and any modifications made thereto, to manage the affairs of the Village and direction of the work force, including, but not limited to the following:

- (a) to manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of service(s) to be rendered; the control of materials, tools and equipment to be used; the discontinuation of any services, materials and methods of operation, and the determination of the number, location and type of facilities and installations;
- (b) to introduce new work methods, equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- (c) to determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Village;
- (d) to subcontract or purchase any and all materials, supplies or related services;
- (e) to hire, assign and lay off employees; to direct the work force and establish work schedules including lunch periods and rest periods; to determine the number of employees assigned to any particular job, assignment or operation;
- (f) to determine the standards for selection for employment, to select employees for promotions or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; to establish work and productivity standards and, from time to time, to change those standards; to transfer, promote employees from one classification, division or shift to another;
- (g) to establish or continue policies, practices and procedures for conduct of operations and to change or abolish such policies, practices, or procedures; to adopt, revise and enforce work and safety rules and carry out cost and general improvement programs;
- (h) to permit other Lombard Supervisory Police Officers and Community Service Officers (where applicable) not included in the bargaining unit to perform bargaining unit work;
- (i) to discipline or discharge employees for just cause;
- (j) to require employees to maintain a medically acceptable physical condition provided such requirements are bona fide occupational qualifications.

Article IV - Subcontracting

Section 4.1

It is the general policy of the Village to continue to utilize its Sergeants to perform work they are qualified to perform. However, the Village reserves the right to contract out work it deems necessary in the exercise of best judgment and consistent with the Village's lawful authority under Illinois Statutes.

Section 4.2

If the Village elects to exercise its rights as per Section 4.1 above, the Union may within fourteen (14) calendar days of the Village's implementation notify the Village of its desire to engage in impact or effects bargaining. Such bargaining shall commence within ten (10) calendar days of such notice. The parties shall negotiate in good faith for a period of not less than thirty (30) calendar days. If no agreement is reached, the Union may elect to refer the question of the impact or effects bargaining to arbitration according to the procedures of Section 315/14 of the Illinois Public Labor Relations Act.

Article V - Grievance Procedure

Section 5.1

A grievance shall be defined as a complaint arising out of an alleged violation or misinterpretation or misapplication of the written provision(s) contained in this contract.

Section 5.2

The Grievance Procedure is established to accomplish the following objectives:

- (a) To provide an orderly procedure to handle grievances through each level of supervision if necessary;
- (b) To take corrective measures, if possible, to prevent future similar grievances;
- (c) To resolve the grievance as quickly as possible.

Section 5.3

Grievances will be processed in the following manner and within the stated time limits.

Step 1

A Sergeant who believes he has a grievance or the grievant's Union representative, if represented, shall discuss the grievance with the Sergeant first level supervisor (in most cases the Police Lieutenant) and the shift commander outside of the bargaining unit within ten (10) calendar days of its occurrence or within ten (10) calendar days of when the Sergeant knew or should have known of the occurrence, whichever is greater. In no event shall grievances be filed later than thirty-five (35) days after the occurrence. The supervisors will use their best effort to resolve said grievance within seven (7) calendar days. If the Sergeant or his Union representative does not discuss the grievance with the supervisor within the time limits set forth in this Step it shall not be considered further unless both the Village and Union agree to extend the time period. The aggrieved Sergeant or his Union representative and the first level supervisor and the shift commander outside of the bargaining unit will certify in writing on the official grievance form forwarded by the Village the fact that a grievance was filed and a meeting was held and the date said meeting was held.

Step 2

If no agreement is reached within the decision rendered in Step 1, the grievance may be appealed, in writing, to the Police Deputy Chief or the Police Chief's designee by the aggrieved Sergeant or his Union representative, if represented, within seven (7) calendar days of receipt of the written decision by the Police Deputy Chief. Within seven (7) calendar days after the Police Deputy Chief or the Police Chief designee receives the grievance, he shall meet with the aggrieved Sergeant and his Union representative, if represented. The Police Deputy Chief or the Police Chief's designee will reply to the grievance in writing to the aggrieved Sergeant and the Union within seven (7) calendar days from the date of such meeting.

Step 3

If no agreement is reached with the decision rendered in Step 2, the grievance may be appealed, in writing, to the Chief of Police or his designee by the aggrieved Sergeant or his Union representative, if represented, within seven (7) calendar days of receipt of the written decision rendered in Step 2. Within seven (7) calendar days after the Chief of Police or his designee receives the grievance, he shall meet with the aggrieved Sergeant and his Union representative, if represented. The Chief of Police or his designee will reply to the grievance in writing to the aggrieved Sergeant and the Union within seven (7) calendar days from the date of such meeting.

Step 4

If no agreement is reached with the decision rendered in Step 3, the grievance may be appealed, in writing, to the Village Manager by the aggrieved Sergeant and/or his Union representative, if represented, within seven (7) calendar days of receipt of the written decision in Step 3. Within seven (7) calendar days after the Village Manager receives the grievance, he or his designee shall meet with the aggrieved employee, Union non-employee representative and/or the Union representative, if represented, the Chief of Police and such other persons as the Village Manager deems advisable. The Village Manager or his designee will reply to the grievance in writing within fifteen (15) calendar days from the date of such meeting. The Village Manager or his designee's written reply will be given to the aggrieved Sergeant and the Union representative.

Step 5

- (a) If the Union is not satisfied with the decision of the Village Manager, the Union may appeal the grievance to arbitration by notifying the Village Manager in writing within fifteen (15) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10) calendar days of receipt of such request the Union and the Village Manager shall jointly submit the dispute to the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS), and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Union and Village representatives.
- (b) The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall have no authority to arbitrate any questions involving merit increases, except for those cases which allege an arbitrary, capricious or

discriminatory review resulting in a sub-standard evaluation. In no event, however, shall the arbitrator have the authority to alter or amend the merit system in effect at the time of the grievance. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

Section 5.4

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Union provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the cost of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 5.5

The Village shall furnish mutually acceptable grievance forms which shall be used by both parties.

Section 5.6

- (a) Any decision not appealed by the Sergeant or the Union as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Union and the Village.
- (b) No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.
- (c) No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

Section 5.7

- (a) The grievant and one Sergeant Union representative shall be given paid time off to participate in the Step 1, Step 2, Step 3 and Step 4 meetings if the meetings are conducted on work time. The grievant and one Sergeant Union representative shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. Time off from duty hours with pay shall also be given one (1) Union representative to attend mutually agreed upon meetings with the Village Manager or his designee for the purpose of arranging the arbitration.

- (b) One (1) employee Union representative (steward) shall be given the final thirty (30) minutes of his shift to investigate a grievance provided mutual arrangements have been made with his supervisor. Such arrangements shall not be denied unreasonably. The Union shall not abuse such release time and shall only use the same for bona-fide grievance investigations.
- (c) The Union shall certify to the Village the names of those Sergeants who are designated as representatives (stewards) for each shift and the Investigations Division. These Sergeants shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Union Executive Board members who are assigned to the respective shifts or Division.

Section 5.8

Nothing herein shall interfere with the rights of the Union as set forth in Section 6(b) of the Act.

Article VI - Labor Management Meetings

A Labor-Management Committee consisting of the Village Manager, or his designee, and up to three (3) other members of the Village and up to four (4) Sergeants of the Union may meet once every quarter upon the request of either party, or more often if mutually agreed to by the parties for the purpose of discussing any work related problems of mutual concern for the advancement of better relations and efficient operations. Discussions shall be limited to matters set forth on the agenda and other matters mutually agreed to by the parties, but it is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances. On-duty members of the Union authorized to represent the Union at Labor-Management meetings will be paid by the Village for time spent in labor-management meetings, but only at the straight time hourly rate for the hours they would otherwise have worked on their regular work schedule.

Article VII - Seniority

Section 7.1

Seniority shall, for the purpose of this Agreement be defined as an Sergeant's length of continuous regular full-time employment calculated from the most recent date of promotion to Sergeant. Sergeants promoted on the same date shall be placed on the seniority list in order of their ranking on the promotional list.

Section 7.2

The probationary period for newly promoted Sergeants shall be nine (9) months in duration from the date of promotion. Unauthorized absence from duty for any reason shall not apply toward satisfaction of the probationary period. During the probationary period, a Sergeant shall be afforded all rights and privileges under the contract; except the Village may demote a probationary Sergeant to the rank of patrol officer with or without cause, and that such a demotion is not subject to review under the grievance-arbitration provision in Article 5.

Section 7.3

A Sergeant will lose all seniority and continuous employment with the Village if such employment is interrupted for any of the following reasons:

- (a) quits or retires;
- (b) is discharged for just cause unless reversed or modified by an arbitral award;
- (c) is absent for five (5) consecutive working days without notifying the Village unless such notification is impossible to make;
- (d) fails to return to work at the end of an approved leave of absence;
- (e) fails to return from a layoff within twenty-one (21) calendar days from the date of receiving the recall notice;
- (f) is absent from work because of layoff for a period of time in excess of twenty-four (24) months.

Section 7.4

The Village shall maintain a seniority list of Sergeants covered by this agreement, and shall provide a copy to the Union whenever there is a change.

Article VIII - Layoff and Recall

Section 8.1

In the event of a layoff as determined by the Village, the Village shall lay-off Sergeants in reverse order of departmental seniority, with the least senior being the first laid off as provided in 65 ILCS 5/10-2.1-18.

Section 8.2

- (a) Sergeants who are laid off shall be placed on a recall list for a period of twenty-four (24) months. Sergeants on said recall list have the obligation to keep the Village advised in writing of their current address. If there is a recall, Sergeants who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently medically qualified to perform the work.
- (b) Within seven (7) calendar days after receiving notice of recall by registered letter the Sergeant must advise the Village in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice, such date to be not less than twenty-one (21) calendar days from the date the Sergeant receives the notice of recall. The Village may require, at its discretion, that a Sergeant undergo and pass a medical examination at the Village's expense prior to being accepted for re-employment.
- (c) A Sergeant declines recall, or who, in the absence of extenuating circumstances approved by the Village Manager, fails to respond as directed within the time allowed, shall be presumed to have resigned and shall forfeit any and all re-employment rights.

Article IX - Vacancies and Promotions

The parties agree that nothing in this Agreement shall in any way limit or diminish the rights and authority of the Board of Fire and Police Commissioners to establish testing procedures and eligibility lists to fill authorized vacancies and promotions as provided in the Rules for the Board of Fire and Police Commissioners, and as referenced in State law.

Article X - Rules and Regulations

The Village may adopt, change or modify work rules. The Village agrees to post or make available in the department, a copy of its applicable work rules where such rules exist in writing. Whenever the Village changes work rules or issues new rules applicable to Sergeants, the Union will be given at least five (5) days prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village before they become effective if the Union so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement. The Village and the Sergeants shall fully adhere to the rules and regulations of the department until such time as they are changed or altered in writing.

Article XI - Secondary Employment

Section 11.1

Sergeants seeking secondary employment shall make their request to the Chief of Police in accordance with General Order 22.4 of the Lombard Police Department Rules and Regulations. Sergeants may not work in excess of twenty (20) hours of secondary employment per week. Such requests shall be considered on a case-by-case basis and shall not be arbitrarily or unreasonably denied.

Section 11.2

Off-duty employment request for police security or police services shall be referred to the Union and filled from a roster of Sergeants indicating a willingness to accept such employment. If the Union determines to accept any such employment, it shall first obtain the approval of the Chief of Police or his designee; such approval shall not be arbitrarily or unreasonably withheld. The Union agrees to offer said employment without preference to all sworn members of the Department.

Sergeants shall not be permitted to wear their departmental uniform while engaged in secondary employment, unless prior permission has been given by the Chief of Police or his designee.

Section 11.3

Sergeants engaged in secondary employment shall comply with departmental rules and regulations and may be subject to discipline.

Article XII – Safety and Health

Section 12.1

The Village shall each take all reasonable steps for the protection and safety of Sergeants during work hours and during the performance of their duties. The foregoing shall not be construed to require the Village to eliminate those risks which are inherent in the normal performance of police duties.

Section 12.2

Both parties to this Agreement hold themselves responsible for mutual cooperation in enforcement of safety rules and regulations.

Article XIII – Personnel Files

The Village agrees to abide by the lawful requirements of the “Personnel Record Review Act” 820 ILCS 40/1 – 40/13 as amended.

Article XIV - Safe Driving Awards

The Village agrees to continue to participate in the Safe Driving Day Award Program as described in General Order 26.2.5 of the Lombard Police Department Rules and Regulations, attached hereto as Appendix A.

Article XV- Employee Development and Education

Section 15.1

The Village encourages Sergeants to voluntarily pursue educational programs related to their positions with the Village. Such participation shall follow current Village policy as described in the section pertaining to the tuition reimbursement program of the Village Personnel Manual, as the same may be changed from time to time by the Village.

Section 15.2

The Village agrees to provide educational incentive pay to all Sergeants hired prior to May 28, 1998 as described in Appendix B, attached hereto. Any employee hired on or after May 28, 1998 shall be ineligible for educational incentive pay.

Article XVI - Clothing Allowance

Section 16.1

The Village shall provide an annual clothing allowance of six hundred fifty dollars (\$650.00) upon the effective date of this contract. This clothing allowance shall pertain to all required uniform apparel. Certain other related items as listed below may also be purchased (within the limits noted) from the clothing allowance:

- (a) Rechargeable "LED" Flashlight;
- (b) Reflective safety vest;
- (c) Riot helmet or repairs to same;
- (d) Collapsible baton and, handcuffs;
- (e) Off duty badge & case;
- (f) Metal clipboards & ticket holders;
- (g) Duty bag;
- (h) Soft armor - maximum \$200.00 per year, provided another vest may not be purchased within five (5) years from the date of purchase, without the express written permission from the Chief of Police or his designee.

Replacement of torn or worn out items will be approved upon inspection by the Police Chief or his designee. A carry-over amount not to exceed two-hundred dollars (\$200.00) will be allowed from one fiscal year to the next provided a Sergeant will not be permitted to spend more than two-hundred dollars (\$200.00) more than the annual clothing allowance in any one fiscal year for approved clothing.

Section 16.2

Nothing in this Article shall preclude the Village from providing uniforms through a quartermaster system. If the Village should implement such a system, the parties agree to meet and renegotiate the amount of clothing allowance for the related items contained in this contract.

Section 16.3

The parties agree that each Sergeant is responsible for using the clothing allowance in such a manner as to always be dressed in accordance with Departmental rules and regulations regarding personal appearance.

Article XVII - Non-Discrimination

Section 17.1

In accordance with applicable law both the Village and the Union agree not to discriminate against any Sergeant covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability and Union activities or non-Union activities.

Section 17.2

The Village and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Article XVIII - Hours of Work and Overtime

Section 18.1

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement and shall not be construed as a guarantee of work per week. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or workweek for the purpose of promoting the efficiency of departmental operations.

Section 18.2

The normal work day shall consist of nine (9.0) consecutive hours of work which shall include a thirty (30) minute meal period. Sergeants shall be paid for 8.25 hours at their regular straight time rate of pay; 0.5 hours at their overtime rate of pay; and 0.25 hours shall be an unpaid portion of the meal period. Sergeants shall be allowed to report to work up to thirty (30) minutes before their assigned start times to prepare for their shift and to meet with the outgoing Sergeants to discuss pertinent issues.

Section 18.3

- (a) The normal work hours assigned to Sergeants shall be posted on the Union bulletin board in a conspicuous location or otherwise made known to the Sergeants. The current shift schedule now in effect shall remain in effect until proper notification is made by the Chief of Police or his designee as described in paragraph (c) of this section.
- (b) Should it be necessary in the interest of efficient operation to change shift schedules or assign special working hours to individual Sergeants, the Chief of Police or his designee shall provide notice of at least twenty-four (24) hours where practicable of said change to the effected Sergeant(s). Such changes shall not be made for disciplinary reasons.
- (c) For any change that will effect a majority of Union members, a notice of five (5) days will be given prior to such change taking effect. The Police Chief or his designee shall meet with the Union, if requested, to discuss the reasons for such a change.

Section 18.4

Selection of shifts shall be chosen on the basis of a seniority bid system based upon total length of service as a sworn police Sergeant with the department. Shifts shall be bid according to the following timetable:

| <u>Date of Bid</u> | <u>For Period Covering</u> |
|--------------------|------------------------------------|
| May 1 | June 1 to August 31 |
| August 1 | September 1 to January 31 |
| January 1 | February 1 to May 31 st |

However nothing in this section is to be construed as a limit on the Village's right to change the aforementioned bidding system.

Should the Village contemplate such a change, the Chief of Police or his designee shall notify the Union of such change, absent emergency or legitimate operational conditions warranting immediate change, at least thirty (30) days prior to the change taking effect; and upon written request from the Union, the Police Chief or his designee shall meet with authorized representatives of the Union to discuss such change. The discussions may be continued to another date within the thirty (30) day period by the Union for the purposes of developing an alternative proposal for consideration by the Chief of Police. The thirty (30) day time period may be extended by mutual agreement of the parties. The final schedule implemented, however, shall be the sole determination of the Chief of Police or his designee.

If a change to a twenty-eight (28) day rotation is determined to be in the best interest of the department by the Police Chief, assignment to the initial shifts will be allowed according to department seniority.

Section 18.5

The Village shall endeavor, where possible, to provide for an unpaid meal period of not less than thirty (30) minutes in duration. A Sergeant may be required to work during their lunch period, however, such time shall be treated as hours worked for the purposes of computing overtime under this Agreement.

Section 18.6

There shall be one (1) rest period of fifteen (15) minutes each during each regular workday, except under emergency conditions.

Section 18.7

- a. Overtime hours except as stated in paragraphs (d) and (e) of this section shall be considered as hours worked in excess of the normal work week, when worked upon specific direction or approval of the immediate supervisor and shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate.
- b. In situations where it is determined to be in the best interests of the Village and mutually agreed by the Village and the affected Sergeant, the Village shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate. In such situations, compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved Sergeant and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.
- c. In order to be eligible to receive overtime compensation a Sergeant must receive payment for the entire normal work week, i.e. hours worked or paid as if worked.
- d. Sergeants who would otherwise be off-duty shall be paid their regular straight-time hourly rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Sergeants will be paid a minimum of four (4) hours at their straight time hourly rate for all off-duty court time worked outside regularly

scheduled hours in a single day or actual time spent, whichever is greater, except in instances where the Sergeant has separate court case appearances in the morning and the afternoon where the Sergeant shall receive the appropriate court time minimum for each appearance. If Sergeants are required to appear in court through lunch, the fifth hour of pay shall commence at 12:00 noon or the courts afternoon starting time. The issue of the fifth hour shall only apply to an afternoon continuance of a morning case.

Notwithstanding the foregoing, in those instances where a court appearance occurs within three (3) hours of the start of the Sergeant's scheduled work shift court pay shall be three (3) hours at the straight time hourly rate.

Section 18.8

- (1) An off-duty Sergeant required to call in to the Department or the States Attorney's Office regarding a pending court case on his or her regularly scheduled day off ("RDO") shall receive the equivalent of two hours pay, at straight time per day (or 3 hours of compensatory time at straight time, at the Sergeant's option), provided the Sergeant is not called into court for that appearance.
- (2) An off-duty Sergeant required to call in to the Department or the States Attorney's Office regarding a pending court case (on a day other than the Sergeant's RDO) shall receive the equivalent of two hours pay, at straight time per day (or 2 hours of compensatory time at straight time, at the Sergeant's option), provided the Sergeant is not called into court for that appearance.
- (3) Notwithstanding the foregoing, should the Sergeant be required to attend any court hearing, or already be in attendance at any court, payment shall only be made for the court appearance, but not the call-in.

Section 18.9

A Sergeant assigned to the Patrol Division, or a Sergeant assigned as an investigator, who is called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rates, as provided in Section 7(a) above, unless the time extends to his regular work shift or unless the individual is called back to rectify his own error that could not otherwise be corrected during his next duty shift.

Section 18.10

The Chief of Police or his designee(s) shall have the right to require overtime work and Sergeants may not refuse overtime assignment. In non-emergency situations, the Chief or his designee shall attempt to obtain volunteers beginning with the most senior Sergeant from the off-going shift. If no volunteers are available, then the most junior Sergeant from the off-going shift shall be required to work the overtime. However, volunteers will not necessarily be selected for work in progress. Also, specific Sergeants may be selected for special assignments based upon specific skills, ability and experience they may possess.

A Sergeant may submit a written statement to his shift commander waiving any right to be called or considered as a volunteer for overtime for a given calendar year. Such a waiver shall not relieve the Sergeant from working overtime when assigned to do so, but shall excuse the Village from contacting the

Sergeant when seeking volunteers for overtime work. A Sergeant will not suffer any adverse employment action as a result of waiving his right to be considered as a volunteer for overtime under this paragraph.

The parties agree that the sole remedy for assigning the wrong Sergeant to an overtime assignment shall be that Sergeant(s) who should have received the overtime assignment will be offered the next available overtime assignment.

Section 18.11

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 18.12

Sergeants assigned to the Investigations Division required to standby for weekend call-out or holiday call-out shall be entitled to standby pay of three (3) hours per day at their straight time hourly rate. Sergeants assigned to the Investigations Division shall also receive, every two (2) months, three (3) hours per month at their straight time hourly rate.

Section 18.13

Notwithstanding anything to the contrary in this Agreement, bargaining unit employees voluntarily assigned to a multi-jurisdictional task force, such as Du Meg, or to any other governmental or inter-governmental agency having independent law enforcement authority, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement.

Article XIX - Strikes and Lockouts

Section 19.1

Neither the Union, its Sergeants, agents or any Sergeant during the life of the Agreement shall instigate, encourage, participate in, or promote any strike, picket or other concerted work stoppage or slowdown against the Village. Sergeants may engage in informational picketing provided it does not result in the curtailment or restriction, interruption of or interference with the services, work or other normal functions of the Village. Violation of this Section by a Sergeant member or Sergeant employee members shall be grounds for disciplinary action up to and including discharge.

Section 19.2

In the event of a violation of Section 1 of this Article by the Union or any of its members, the Union shall cooperate with the Village and publicly disavow and denounce such action, and shall actively discourage and inform its membership of its obligation under this Agreement. In the event a violation occurs, the Union shall immediately notify all employees that such action is prohibited and order all Union members to return to work.

Section 19.3

So long as there is no violation of Section 1, the Village will not lock out any Sergeant during the term of this agreement as a result of a labor dispute with the Union.

Article XX - Discipline

Section 20.1

No Sergeant shall be suspended or discharged except for just cause. The Village believes in the principal of progressive and corrective discipline; however, in some instances, a specific incident may justify immediate and/or severe disciplinary action in and of itself.

Section 20.2

If the Village has reason to discipline a Sergeant, it will make every effort to do so in a manner that will not unduly embarrass the Sergeant before other fellow employees or members of the public.

Section 20.3

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary Sergeant for up to thirty (30) calendar days or dismiss a non-probationary Sergeant for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Chief of Police nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary Sergeant; instead, all such discipline shall be imposed by the Chief of Police or his designee.

The decision of the Chief of Police or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the Sergeant to file a grievance as described herein.

If the Sergeant elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article V of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to Arbitration and the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article V of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the I.P.L.R.A. and 65 ILCS Sec. 10-2.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary Sergeants as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

Section 20.4

In cases of oral reprimand, notation of such oral reprimand shall become a part of the Sergeants personnel file and a copy given to the Sergeant.

Section 20.5

Any oral reprimand or written reprimand shall be removed from the Sergeants record, if, from the date of the last reprimand, five (5) years have passed without the Sergeant receiving an additional reprimand or discipline for such offenses. All other disciplinary material shall be expunged upon written request of the Sergeant after five (5) years from the date of discipline.

Article XXI - Investigations Concerning Officers

Section 21.1

Both parties recognize that the Village has the right to conduct reasonable investigations where questions are raised concerning the conduct of a Sergeant of the Police Department. Nothing in this Article shall be construed to limit management's rights to properly conduct such investigation according to the terms of this Article.

Section 21.2

Whenever a Sergeant is under investigation for conduct which the Village reasonably believes may lead to discipline: the Village agrees it will not engage in investigative conduct which, under all of the circumstances then known to the Village, would be deemed to be arbitrary, capricious, illegal or unreasonable.

Section 21.3

1. For the purposes of this Article, the terms defined in this Section shall have the meaning ascribed herein:
2. "Informal inquiry" means a meeting by supervisors or command personnel with a Sergeant upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.
3. "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of a Sergeant is intended to gather evidence of misconduct which may be the basis for filing charges seeking discharge, or suspension in excess of three (3) days.
4. "Interrogation" means the questioning of a Sergeant pursuant to the formal investigation procedures of the Village in connection with an alleged violation of the Village's rules which may be the basis for the filing of charges seeking the Sergeant's suspension or discharge. The term does not include questioning as part of an informal inquiry or related to minor infractions of agency rules which may be noted on the Sergeant's record, but which may not result in discharge or suspension in excess of three (3) days.
5. "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension or discharge of a Sergeant.

Section 21.4

The interrogation shall take place at the Lombard Police Department unless extraordinary circumstances warrant otherwise.

Section 21.5

No Sergeant shall be subjected to inquiry or interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the Sergeant shall be informed before-hand of the names of all complainants. The information shall be sufficient as to reasonably apprise the Sergeant of the nature of the investigation.

Section 21.6

All inquiries and interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty. No Sergeant shall be required to submit a written statement in connection with any alleged misconduct or any disciplinary case. This restriction shall not apply to the "Traffic Accident Report" which the Sergeant shall complete and sign when the officer is involved in a traffic accident. The Sergeant shall supply the same information from such report on such other forms as required.

Section 21.7

The Sergeant under investigation shall be informed of the name and rank of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

Section 21.8

Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

Section 21.9

Neither the Sergeant being interrogated nor any other person(s) present at the interrogation shall be subjected to professional or personal abuse, including offensive language greater than applicable law allows during interrogation of members of the general citizenry by officers in the conduct of an investigation.

Section 21.10

If specifically requested by the person(s) being interrogated prior to the beginning of the interrogation there shall be made a complete record of the interrogation, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded.

Section 21.11

No Sergeant shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking

suspension or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

Section 21.12

The Sergeant under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation, unless this requirement is waived by the officer being interrogated. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel. A representative of the Union may be present during any questioning or interrogation which the Sergeant reasonably fears may lead to discipline, if so requested by the Sergeant being questioned; however, the Sergeant may not insist on a particular Union representative to be present.

Section 21.13

Admissions or confessions obtained not in accordance with this Article may not be utilized in any subsequent disciplinary proceeding against the Sergeant.

Section 21.14

No Sergeant shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record; however, as to alcohol and drug testing, there shall be no random drug or alcohol tests administered to bargaining unit employees. No Sergeant shall be required to submit to a drug or alcohol test unless there is just cause for such testing.

Section 21.15

The rights of Sergeants in disciplinary procedures set forth under this Article shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and the State of Illinois.

Section 21.16

This Article does not apply to any Sergeant charged with violating any provisions of the Criminal Code of 1961, or any other federal, State or local criminal law.

Section 21.17

No Sergeant shall be discharged, disciplined, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Article.

Section 21.18

Nothing contained in this Article shall be deemed to create rights inconsistent with Article VII Section 7.2 concerning the demotion of probationary Sergeants.

Article XXII - Vacations

Section 22.1

Sergeants shall accrue vacation on a bi-weekly basis according to the following schedule:

| <u>Years of Service</u> | <u>Accrual Rate</u> | <u>Total Hours</u> |
|-------------------------|---------------------|--------------------|
| 1 - 4 years | 3.1 | 80 hours |
| 5 - 8 years | 4.6 | 120 hours |
| 9 - 17 years | 6.2 | 160 hours |
| 18 + years | 7.7 | 200 hours |

Section 22.2

Sergeants shall start to accrue vacation credit upon appointment. Vacation time may not be taken during the first six (6) months of employment. Sergeants shall not accrue vacation credit for any pay period unless they have worked or received pay for at least forty (40) hours.

Section 22.3

The rate of vacation pay shall be the Sergeant's regular straight time hourly rate in effect at the time the vacation is taken.

Section 22.4

Sergeants may accrue up to fifty (50) percent of their current vacation leave in addition to any previously accumulated vacation leave from year to year. Except, that the total accrued vacation leave may never exceed two-hundred-forty (240) hours, as of December 31st of any calendar year. Any hours accrued over two-hundred-forty (240) hours shall be considered lost by the employee. All requests for vacation must be approved by the Police Chief or his designee and shall only be granted in increments of four (4) hours or more.

Section 22.5

All requests for vacation shall be submitted to the immediate supervisor at least ten (10) working days in advance of the requested date(s) of vacation leave, whenever possible. The scheduling of all days off shall be granted in accordance with current departmental policy.

Section 22.6

In the event a Sergeant resigns his employment with the Village and has completed one full year of continuous service, the Sergeant shall be eligible for payment of all accrued vacation. The Village requires a written notice of resignation at least ten (10) working days prior to the effective date of the resignation. Sergeants who fail to give such notice without good reason, shall not receive payment of any accrued vacation leave.

Article XXIII - Holidays

Section 23.1

The following days are paid holidays for eligible Sergeants:

New Year's Day

Martin Luther King Jr.'s Birthday

Spring Holiday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

The Day Following Thanksgiving

Christmas Eve

Christmas Day

For the purpose of this Article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday; and if one of the above holidays, falls on a Sunday, it shall be observed on the following Monday.

Section 23.2

In order to be eligible for holiday pay, the Sergeant must work the Sergeant's regularly scheduled work day immediately preceding and immediately following the holiday, unless the Sergeant is on a previously authorized absence, or can provide proof of illness or an otherwise acceptable absence. In the event the Village is not satisfied with the proof provided, a physician's report shall be required. Said physician's report shall not be unreasonably required.

Section 23.3

Sergeants assigned to the Patrol Division shall receive one (1) additional day's pay for each holiday during any pay period in which a holiday(s) occur. Sergeants assigned to other divisions where the Sergeant is not scheduled to work, shall receive the day off with pay. If a Sergeant assigned to a non-Patrol Division is assigned to work on a holiday, then such Sergeant will be paid at time and a half for all hours worked on the holiday, in addition to 8 hours of holiday pay, in lieu of other time off or compensation.

Article XXIV - Sick Leave

Section 24.1

Sick leave shall not be considered a privilege, which may be used at the Sergeant's discretion, but shall only be approved by the Village in the following situations:

- (a) Actual illness or disability of the Sergeant for which the Sergeant is not receiving benefits under the Workers Compensation or Occupational Disease Acts.
- (b) Medical or dental appointments for the Sergeant which cannot be scheduled outside of normal working hours, provided that such leave may not exceed four (4) hours for an appointment without the approval of the Chief of Police.
- (c) Absence required by serious illness or disability of the Sergeant's immediate family, i.e. the Sergeant's parents, spouse, children, step-parents and step-children. For purposes of the birth of a child, the sick leave for disability would extend to the Mother or Father in conjunction with the Family and Medical Leave Act. Except as otherwise provided herein, no more than six (6) sick days may be used for this purpose in any one calendar year, except in the case of exigent circumstances as approved by the Chief or his designee. Such approval shall be equitably granted to all bargaining unit members under similar circumstances.

Section 24.2

Sick leave shall be accrued by all eligible Sergeants on an equal bi-weekly basis beginning with the first day of employment. The rate of accrual is based upon accruing ninety-six (96) hours per calendar year.

Section 24.3

Sick leave may be accumulated. A Sergeant who retires after twenty (20) years of continuous service, shall receive payment at their regular rate of pay for twenty-five (25) percent of any sick leave accrued in excess of eight-hundred (800) hours.

Section 24.4

- (a) A Sergeant to qualify for sick leave pay shall report any illness or disability to the immediate supervisor at least sixty (60) minutes prior to the Sergeant's regular starting time. Upon return to work the necessary leave slip shall immediately be completed. In the case of suspected sick leave abuse, the Village may require a physician's report to confirm the Sergeant's absence from work and/or his ability to continue to work. A physicians' report may also be required to verify any absence of a Sergeant due to an illness or disability of the Sergeant's immediate family. The Village shall not unreasonably or arbitrarily require such physician's reports. However, any time a Sergeant is required to use sick leave for a period exceeding three (3) consecutive work days, a statement from a physician shall be required. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the Sergeant to work.

Section 24.5

If a Sergeant for whatever reasons fails to notify the immediate supervisor according to the provisions explained in Section 4 of this Article, he shall be considered absent without authorization, except for circumstances not in the control of the Sergeant.

Section 24.6

If offered by the Village, all bargaining unit Sergeants shall be required to undergo a medical examination every 12 months by a qualified and licensed physician selected by the Village. In addition, if there is reasonable cause to believe a Sergeant is not fit for duty, or to return to duty following a lay-off or a leave of absence, the Village may require such employee to have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. All such examinations/tests shall be at the Village's expense. If a Sergeant refuses to cooperate with the Village physician and/or psychologist or refuses to authorize the release of the results of any such examination or test to the Village, then such refusal or lack of cooperation by the employee shall constitute just cause for disciplinary action, up to and including dismissal.

The Village shall be entitled to the results of examinations under this section on the following basis: (a) if the physician/psychologist determines that the Sergeant is fit to perform all of the duties of his position, then such determination shall be made known to the Village, without disclosure of additional examination results; or (b) if the physician/psychologist determines that the Sergeant is not fit to perform all of the duties of his position, then the results of the examination and/or tests shall be confidentially submitted to the Village Police Chief and the Sergeant, and on a need to know basis, other Village Representatives.

The foregoing shall not limit the Sergeant's right to obtain a physical examination and/or a psychological examination from a qualified and licensed physician or psychologist of his own choosing at the Sergeant's own expense or to contest any determinations made by the Village.

Section 24.7

Temporary light duty assignments will be offered under the following conditions:

- (1) Work is available;
- (2) Sergeant is certified by his physician to be capable of performing the assignment;
- (3) Sergeant can be reasonably expected to possess the ability, skills and knowledge to satisfactorily perform the work; and
- (4) There is a reasonable expectation that the Sergeant will be able to assume his or her full regular duties and responsibilities within six (6) months.

If all conditions are met, the assignment of light duty will be offered to the Sergeant. If a Sergeant returns to work or is required to return to work in a light duty assignment and the Sergeant is unable to assume full duties and responsibilities within six (6) months thereafter, the Village may, at its discretion, discontinue or temporarily extend the light duty assignment for a short period. The Village agrees that the

offering of said assignments, short-term extensions thereof, shall be equitably applied to all eligible bargaining unit members under similar circumstances and not arbitrarily denied or withheld.

Article XXV - Miscellaneous Leaves of Absence

Section 25.1

The Village may grant a leave of absence without pay to any Sergeant, subject to stipulations which are mutually agreed upon. The Village shall require the Sergeant to make a written request setting forth the reason(s) for the leave.

Section 25.2

- (a) Non-probationary Sergeants and probationary Sergeants who have completed one (1) year of service, shall be granted two (2) Personal Leave Days per calendar year. The use of Personal Leave Days shall not be taken in increments of less than four (4) hours. Only one (1) Personal Day may be used in conjunction with any vacation leave.
- (b) There shall be no accrual or payment for any Personal Leave Day not taken within the calendar year.

Section 25.3

Military leave shall be granted and provided in accordance with applicable law.

Section 25.4

Sergeants shall be entitled to the use of up to twenty-four hours of Crisis leave per calendar year. The use of any Crisis leave shall require Village approval, and is limited to the following situations:

- (a) Death of immediate family member, defined as the Sergeant's spouse; mother; step-mother; mother-in-law; father; step-father; father-in-law; son; step-son; son-in-law; daughter; step-daughter; daughter-in-law; brother; step-brother; brother-in-law; sister; step-sister; sister-in-law; grandparent; grandparent-in-law; or grandchild. Such leave shall be taken within fourteen (14) calendar days of death or at time of a memorial service if this falls beyond the fourteen (14) calendar days.
- (b) Hospital Admittance of immediate family member, defined as a Sergeant's spouse, child, parent, step-mother, mother-in-law, step-father, father-in-law, step-son, step-daughter, grandparent and grandchild. Hospital admittance is defined as an overnight stay.

There shall be no accrual or payment for any Crisis leave not taken within the calendar year.

Section 25.5

Sergeants who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the Sergeant would otherwise have been regularly scheduled to work excluding any overtime. In order to be eligible to receive compensation for jury duty, the Sergeant shall be required to provide prior notice to his immediate supervisor or department head and the Sergeant must endorse his jury duty check payable to the Village.

Section 25.6

The Village agrees to comply with the Family and Medical Leave Act of 1993 (FMLA) and the rules and regulations issued in conjunction therewith. Accordingly, any Village policies, orders, rules or regulations applicable to Sergeants, as the same may be changed from time to time by the Village, shall be in accordance with what is legally permissible under the FMLA. Provided, however, before going on the unpaid portion of an FMLA leave, a Sergeant is required to use all accrued unused personal days and all accrued unused vacation leave in excess of forty (40) hours.

Article XXVI - Insurance

Section 26.1

The Village agrees to provide hospitalization and major medical insurance for all eligible Sergeants. Commencing June 1, 2004, an employee electing single coverage shall make the following premium contributions per pay period Ten Percent (10%) of the premium for the plan, i.e., the HMO or PPO.

Premiums for family coverage (i.e. the employee and the Sergeant's eligible dependents) shall continue to be shared by the Village and the responsible Sergeant, provided that in addition to existing Sergeant contributions for family premiums, the Village reserves the right to pass along up to thirty-five percent (35%) of any subsequent annual increase in family premium costs (for the plan covering other full-time non-bargaining unit Village employees). The Village shall provide for informational purposes reasonable documentation to show any increase in the Sergeant's share of family coverage. This information is to be made available to the Union when the data is made available to the Village and in no case less than fifteen (15) days prior to implementation. The proposed increase shall be discussed at a Labor-Management meeting if requested by the Union.

Effective June 1, 2012 or as soon thereafter as is practicable, the PPO and HMO plans offered to Sergeants shall be modified to provide the same coverage, benefits and co-pays as those provided to full-time non-bargaining unit covered Village employees generally, including drug card co-pays. Thereafter, the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate during the remaining term of this Agreement, so long as the new basic level of benefits remains substantially the same.

Section 26.2

The Village and the Union agree that cost containment provisions regarding health insurance coverage may be implemented by the Village, so long as the basic level of benefits remains substantially the same.

Section 26.3

The extent of coverage under the insurance policies referred to in this article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy(s) and shall not be subject to the grievance procedure set forth in this Agreement.

Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, Sergeant or beneficiary of any Sergeant, and nothing in this Section 26.3 shall relieve the Village of its obligation to provide insurance under Article 26.

Section 26.4

The Village agrees to provide an HMO plan as an alternative to the group insurance plan. Premiums paid by the Village for said plan shall not exceed those paid for group hospitalization and major medical insurance.

Section 26.5

The Village shall provide term life insurance for all eligible Sergeants subject to IRS tax guidelines in the policy amount of \$100,000.

Section 26.6

Any Sergeant upon resigning or retiring from Village service may choose to continue participation in the Village's health insurance plan(s). This participation shall be in compliance with applicable State law with all monthly premiums being the responsibility of the Sergeant and paid at his sole expense.

Section 26.7

During the term of this Agreement the Village agrees to continue to offer group dental insurance subject to the terms and conditions of the provider, to the extent such coverage is reasonably available. All costs for the dental insurance shall be borne solely by the participating Sergeants.

Section 26.8

During the term of this Agreement the Village agrees to continue to offer group vision insurance subject to the terms and conditions of the provider, to the extent such coverage is reasonably available. All costs for the vision insurance shall be borne solely by the participating Sergeants.

Section 26.9

During the term of this Agreement, the Village will continue to provide a flexible-spending program pursuant to Internal Revenue Code, Section 125.

Article XXVII - Wages

Section 27.1

The Sergeants covered by this Agreement shall be paid in accordance with the schedule of wages set forth below:

- (a) Retroactive to June 1, 2012, the established step system for all such Sergeants shall be as follows:

| Fiscal Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------|----------|----------|----------|----------|-----------|
| FY 12 | \$89,747 | \$92,470 | \$95,278 | \$98,170 | \$101,152 |

- (b) Beginning in 2013, any negotiated step increases or cost of living adjustments for eligible employees will be given on January 1 of each year. Effective January 1, 2013, the established step system for all such Sergeants shall be as follows:

| Fiscal Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------------|----------|----------|----------|----------|-----------|
| FY 13 | \$91,317 | \$94,088 | \$96,945 | \$99,888 | \$102,922 |

Annual progression through the steps set forth in (a) and (b) above shall be subject to acceptable annual Village performance evaluation as evidenced by a rating of "meets expectations" or above. The Village reserves the right to place new hires with prior law enforcement experience in Illinois at step 1-3, depending upon experience, provided this will not affect their seniority date or their probationary period.

After attaining the fifth step, Sergeants shall only receive pay increases as negotiated by the parties.

Sergeants shall have the right to request periodic evaluation from their supervisor.

In addition, on a non-precedential basis, every Sergeant who is employed by the Village on the ratification date of this 2012-2013 Agreement shall receive a one-time signing bonus of One Thousand Dollars (\$1,000.00). The parties agree that the one-time signing bonus is not part of the Sergeants' base pay and shall not be used to calculate the regular rate of pay for overtime purposes.

Section 27.2

Other Specialty Pay: Employees assigned as a: Range Officer; certified as a Breathalyzer Operator; certified Defensive Tactics Instructor; or certified Accident Reconstructionist shall receive \$450.00 annually to be paid with the first paycheck in November, provided that in no event shall any one employee receive more than \$450.00 per year under this paragraph. Notwithstanding the foregoing, an FTO may earn both FTO specialty pay and pay for a single specialty assignment described in this paragraph, for a maximum annual total of \$850.

Section 27.3

The Village will maintain a Retirement Health Savings Plan offered by the ICMA Retirement Corporation (hereinafter referred to as the "RHS Plan"), or another reputable outside plan provider.

Sergeant eligibility for participation in the RHS Plan, withdrawals, qualified expenses, benefits provided and the tax effect of providing those benefits shall all be governed by the terms and conditions set forth in the RHS Plan document, as the same may be changed from time-to-time by the Village or the Plan Administrator.

It is specifically understood and agreed that the Village shall have no obligation to contribute any monies to the RHS Plan on behalf of any or all bargaining unit Sergeants.

In the event that any portion of the RHS Plan should be held invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall only apply to that portion of the RHS Plan rendered invalid or unenforceable, and the remaining portions of the RHS Plan shall remain in full force and effect.

Article XXVIII - Severance Pay Upon Retirement

Section 28.1

A Sergeant eligible to receive retirement benefits from the Lombard Police Pension Fund upon leaving Village employment shall be awarded retirement severance pay from the Village according to the following schedule:

| | |
|--------------------------|----------------|
| 10 - 14 years of service | 4 weeks pay |
| 15 - 19 years of service | 7 weeks pay |
| 20 + years of service | 9 weeks of pay |

Once during the term of this Agreement, the Village may in its discretion decide to offer a voluntary incentive payment to non-probationary bargaining unit Sergeants in lieu of the retirement severance pay outlined in the above schedule. If a Sergeant accepts the voluntary incentive payment, he will not be eligible to receive the retirement severance outlined in the above schedule when he leaves Village employment. The Village reserves the right without bargaining to unilaterally set the terms, conditions, eligibility, timing and benefit levels of such a one-time voluntary separation incentive program. Additionally, any newly promoted Sergeant may be given such an offer upon completion of their probation.

Section 28.2

Any Sergeant terminated by reason of disciplinary action shall not be eligible for the pay as described in Section 1 of this Article.

Article XXIX - Savings Clause

Section 29.1

If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and sections or portions thereof which shall be valid. The parties shall thereafter attempt to renegotiate the invalidated provision(s) of the Agreement.

Section 29.2

Each party warrants and covenants to the other to take all steps necessary to insure that the terms hereof are binding on themselves.

Article XXX - Collective Bargaining

Section 30.1

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term. The Employer shall have the authority to cancel, modify or otherwise alter prior practices and agreements whether written or otherwise, unless otherwise expressly stated in this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the full and complete understandings and agreements arrived at by the parties are set forth in this Agreement.

Therefore, the Village and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The parties agree that should the Employer cancel, modify or otherwise alter prior practices or agreements, not expressly stated in this Agreement, the Union shall have the right to notify the Employer within fourteen (14) calendar days of its desire for impact or effects bargaining. The parties agree to begin such negotiations within ten (10) calendar days of such notice and continue to bargain in good faith for a period of not less than thirty (30) calendar days.

If no agreement is reached, the Union shall have the right to refer the dispute over impact or effects bargaining to arbitration, utilizing the procedures set forth in Section 315/14 of the Illinois Public Labor Relations Act. The parties agree the Employer shall have the right to temporarily implement the change during the period of such impact or effects bargaining.

Section 30.2

Notwithstanding any provision or provisions of this Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

Article XXXI - Duration

The Agreement shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred-twenty (120) nor less than sixty (60) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement. Notice may be given earlier than one-hundred-twenty (120) days if mutually agreed upon by both parties.

In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after December 31, 2013.

Signed and entered into this _____ day of _____, 2012

For the Union

For the Village

Appendix A

General Order 26.2, in effect February 11, 2008, of the Lombard Police Department Rules and Regulations is contained in this Appendix. The parties agree that the Village may amend General Order 26.2 as contained herein with the exception of Section 26.2.5, Awards.

I. Policy Statement:

It is the policy of the Lombard Police Department to set a commendable example for all motorists through the encouragement, promotion and practice of safe driving habits during both preventive patrol and under emergency driving conditions.

II. Purpose:

To establish a set of standards for the Lombard Police Department Safe Driving Award Program, in which an officer meeting these standards will be awarded a Safe Driver letter of appreciation.

III. Scope:

These standards shall apply to all Sergeants of the Lombard Police Department, who are assigned to drive a vehicle on a regular basis.

IV. Responsibility:

Each individual Sergeant will be responsible for the effective and continued implementation of the provisions of this policy. The Patrol Unit Commander and the Director of Training will monitor compliance.

V. General:

- A. Sergeants who are assigned permanent staff duties are ineligible.
- B. Sergeants receiving the award must have completed twelve (12) consecutive months of safe driving without a chargeable motor vehicle accident involving a departmental vehicle from January 1st through December 31st of the following calendar year.
- C. Sergeants using thirty (30) or more consecutive days off i.e., sick time, light duty, etc. per safe driving year will be ineligible to receive that current year award. ("Light Duty" will be defined as not being in a condition of total incapacitation, but being unable, or limited, to function totally in his/her expected duties as a Sergeant in any or all instances that may arise).

VI. Motor Vehicle Accident Investigations:

- A. Each motor vehicle accident involving a departmental vehicle will be thoroughly investigated by the Sergeant's Supervisor or the Sergeant's Supervisor's designee.
- B. Copies of the following will be forwarded to the Patrol Division Commander: motor vehicle accident report and any tickets issued. In addition there will be memos from the

involved officer and his/her Watch Commander, indicating the Watch Commander's recommendation as to whether the accident is "chargeable" or "not chargeable."

- C. The Patrol Unit Commander will review each motor vehicle accident on its own merit, then write and forward his recommendation, along with the Watch Commander's, to the Chief of Police.
- D. The Chief of Police will weigh all information and facts concerning the cause(s) of each accident, and whether proper driving techniques could have prevented the accident.
- E. Any actions found "chargeable" in his/her accident will automatically disqualify the individual from receiving a Safe Driver Award for the current year. In addition, disciplinary action may be taken by the Chief of Police which could include, but not necessarily be limited to, an Official Reprimand or a suspension from duty without pay. Finally, if the reported accident results from a reckless disregard on the part of the Sergeant for the safety of property and/or persons using the highway, formal charges may be filed by the Chief of Police or by DuPage County State's Attorney in the Circuit Court of DuPage County.
- F. If a Sergeant is found "not chargeable" in his/her accident, the Sergeant continues toward earning his/her Safe Driver Award, with no disciplinary action taken.
- G. When an individual is found "chargeable" in his/her accident, the Sergeant will lose the Safe Driver Award for the current year only. Example: A Sergeant with a six year award has a chargeable accident; the Sergeant will lose the seven year award that he/she was working toward and will have to finish the current year out in penalty and wait until the new safe driving year takes effect. From the new Safe Driving Year anniversary date, he/she will then be eligible to start over earning for his/her seven year driving award.

VII. Awards:

- A. Each Sergeant will receive a Letter of Appreciation from the Police Department. The letter will indicate the number of years which the Sergeant is being commended for safe driving.
- B. In conjunction with the above award, days off with pay may be given in the following manner:

Sergeants who receive/maintain their three (3) and four (4) year safe driver awards are qualified to receive one (1) day off with pay.

Sergeants who receive/maintain their five (5) year or better safe driver awards are qualified to receive two (2) days off with pay.

These earned days off have to be taken within the next safe driving year, which runs from January 1st through December 31st of the next year. If these days are not taken within the time span indicated, they will be forfeited, not carried forward.

Appendix B - Educational Incentive Pay

This Appendix only applies to employees hired prior to May 28, 1998.

1. The Village shall provide eligible commissioned Sergeants below the rank of Deputy Chief with educational incentive pay for successfully completing job-related college level courses from an accredited school or university.
2. Prior to receiving the incentive, a Sergeant shall provide a copy of a certified transcript demonstrating successful completion of all courses with a grade of "C" or better; and a standard "Request for Educational Incentive Pay" on a form developed by the Village.
3. Eligible Sergeants shall be paid one annual incentive according to the following schedule:

| | | |
|----|---------------------------|----------|
| a. | 30 semester hours | \$175.00 |
| b. | 60 semester hours | \$300.00 |
| c. | 90 semester hours or more | \$425.00 |

Three (3) cut-off dates in each fiscal year (July 1st, October 1st, and February 1st) shall be established. In order to receive the incentive pay, all requirements of paragraph #2 must be fulfilled prior to the applicable cut-off date. Incomplete documentation will not be processed until the next cut-off date.

4. All payments shall be subject to State and Federal taxes.
5. Within one hundred and eighty (180) days of this Agreement's execution by both parties, the Village will offer an opportunity to bargaining unit Sergeants hired prior to May 28, 1998 to permanently opt out of the annual educational incentive pay system described above. If an eligible Sergeant voluntarily accepts this opt-out program, he will receive a one-time gross lump sum payment (minus appropriate deductions) calculated as follows: the difference between thirty (30) years and the eligible Sergeant's then current full years of service (as of the date the Village offers the opt-out program), multiplied by the applicable annual incentive rate listed above. For example, if an eligible Sergeant has nineteen (19) full years of service as of the date the Village offers the opt-out program, and the eligible Sergeant has completed sixty (60) semester hours, the eligible Sergeant's gross lump sum opt-out payment will be calculated as follows: $(30-19) \times \$300.00 = \$3,300$. By voluntarily accepting this one-time gross lump sum opt-out payment, the eligible Sergeant will no longer continue to receive the annual educational incentives described above. Eligible Sergeants will have ninety (90) days from the date the Village provides them with their respective estimated opt-out payment to voluntarily accept the payment.

B-1 Side Letter

This Side Letter to the 2012-2013 Collective Bargaining Agreement (“Agreement”) between the Village of Lombard (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Union”). The Village and the Union agree that notwithstanding anything to the contrary in the Agreement, bargaining unit employees voluntarily assigned to a multi-jurisdictional task force, such as Du-Meg, or to any other governmental or intergovernmental agency having independent law enforcement authority, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity, shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to Sergeants assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of the Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of the Agreement.

Agreed:

Village of Lombard

Illinois Fraternal Order of Police Labor Council

By: _____

By: _____

Date: _____

Date: _____

B-2 Side Letter

This Side Letter to the 2012-2013 Collective Bargaining Agreement (“Agreement”) between the Village of Lombard (“Village”) and the Illinois Fraternal Order of Police Labor Council (“Union”). The Village and the Union hereby agree as follows:

1. The Village will continue to operate under the terms of the Memorandum of Agreement dated June 5, 2002 through December 31, 2013.

Agreed:

Village of Lombard

Illinois Fraternal Order of Police Labor Council

By: _____

By: _____

Date: _____

Date: _____